

E-FILED 10/6/14

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SREAM, INC,

Plaintiff,

v.

MEDICI INVESTMENT, INC. d/b/a
EMPIRE TOBACCO; HASSAN NURU
d/b/a SHAMROCK SMOKE SHOP; and
DOES 1-10 INCLUSIVE,

Defendants.

Case No. 8:13-cv-01868-PSG-AGR

~~[PROPOSED]~~ STIPULATED FINAL
JUDGMENT AND PERMANENT
INJUNCTION AGAINST
DEFENDANT HASSAN NURU d/b/a
SHAMROCK SMOKE SHOP

JUDGMENT

FINAL JUDGMENT AND PERMANENT INJUNCTION

This Court, having made the following findings of fact and conclusions of law pursuant to the parties' stipulation:

A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant Hassan Nuru d/b/a Shamrock Smoke Shop ("Nuru"), alleging that Nuru violated Sream's rights under 15 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 *et seq.* ("Action");

B. The Parties entered into a settlement agreement as of September 2014 ("Settlement Agreement"), which requires entry of the stipulated judgment set forth herein;

And good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. That judgment be entered in favor of Sream against Nuru on all claims.
2. For the purposes of binding preclusive effect on Nuru as to future disputes between Nuru and Sream, and only for such purposes, Nuru admits the following:
 - a. Mr. Martin Birzle is now, and has been at all times since the dates of issuance, the owner of United States Trademark Registration Nos. 2,235,638; 2,307,176; and 3,675,839 (the "RooR Marks") and of all rights thereto and thereunder.
 - b. The RooR Marks are valid and enforceable.
 - c. Since at least 2011, Plaintiff Sream has been the exclusive licensee of the RooR Marks in the United States. Mr. Birzle has been granted all enforcement rights to Sream to sue for obtain injunctive and monetary relief for past and future infringement of the RooR Marks.
 - d. Nuru, by the actions described in the complaint, has infringed upon the RooR Marks.
3. Nuru, and those acting on Nuru's behalf (including its owners, shareholders, principals, officers, agents, servants, employees, independent contractors, and partners), are permanently enjoined from producing, manufacturing, distributing, selling, offer for sale, advertising, promoting, licensing, or marketing (a) any product bearing the RooR Marks or

1 (b) any design, mark, or feature that is confusingly similar to the RooR Marks (collectively,
2 the “**Injunction**”).

3 4. Nuru is bound by the Injunction regardless of whether Mr. Martin Birzle
4 assigns or licenses its intellectual property rights to another for so long as such trademark
5 rights are subsisting, valid, and enforceable. The Injunction inures to the benefit of Mr.
6 Martin Birzle’s successors, assignees, and licensees.

7 5. This Court (or if this Court is unavailable, any court within the Central District
8 of California) shall retain jurisdiction over all disputes between and among the Parties
9 arising out of the Settlement Agreement and Injunction, the Stipulation which includes the
10 Injunction, and this final judgment, including but not limited to interpretation and
11 enforcement of the terms of the Settlement Agreement.

12 6. The Parties waive any rights to appeal this stipulated judgment, including
13 without limitation the Injunction.

14
15 IT IS SO ORDERED.

16
17
18 Dated: 10/6/14

PHILIP S. GUTIERREZ

19
20 United States District Court Judge
21
22
23
24
25
26
27
28